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16 UNITED STATES DISTRICT COURT
17 SOUTHERN DISTRICT OF CALIFORNIA
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19 NICOLAS WOOD, individually and on behalf Case No. 3:11-cv-00227-AJB -NLS
all others similarly situated,
20 Plaintiffs,
21 v.
22 BBG COMMUNICATIONS, INC., BBG JOINT MOTION TO DISMISS FIRST
GLOBAL, AG, and BBG HOLDINGS, LTD., AMENDED COMPLAINT WITH
PREJUDICE
23 Defendants.
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25 Complaint filed: February 2, 2011
Trial Date: None Set
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1 Plaintiff Nicolas Wood ("Plaintiff"), on the one hand, and defendants BBG
 2 Communications, Inc. and BBG Global, AG (collectively "Defendants"), on the other hand,
 3 through their respective counsel of record, jointly move the Court to dismiss the above-captioned
 4 action with prejudice pursuant to Fed. R. Civ. P. 41(a)(ii).¹ The parties further agree that each
 5 party shall bear its own costs.

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7 Dated: February 9, 2012 EPPSTEINER & FIORICA ATTORNEYS, LLP

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By _____
 9 STUART M. EPPSTEINER
 Attorneys for Plaintiff
 10 Nicolas Wood

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Dated: February 9, 2012 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

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By _____
 13 s/Fred R. Puglisi
 14 FRED R. PUGLISI
 Attorneys for Defendant,
 15 BBG Communications, Inc. and BBG Global, AG

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24 ¹ Rule 23(e), which states, "[t]he claims, issues, or defenses of a certified class may be settled,
 25 voluntarily dismissed, or compromised only with the court's approval," does not apply here
 because no class has been certified. See *Estate of Migliaccio v. Midland Nat'l Life Ins. Co.*, 436 F.
 Supp. 2d 1095, 1103 (C.D. Cal. 2006) ("Rule 23(e) is not implicated because no class action has
 26 been certified in this or any other case in which the Migliaccios are plaintiffs."); 2003 Advisory
 Notes To 2003 Amendments to Fed. R. Civ. P. 23(e) ("The new rule requires approval only if the
 27 claims, issues, or defenses of a *certified class* are resolved by a settlement, voluntary dismissal, or
 compromise." (emphasis added)).

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